

# MEMORANDUM

Agenda Item No. 8(K)(1)

**TO:** Honorable Chairwoman Rebeca Sosa  
and Members, Board of County Commissioners

**DATE:** May 6, 2014

**FROM:** R. A. Cuevas, Jr.  
County Attorney

**SUBJECT:** Resolution authorizing conveyance of one (1) single family home site located in the Northwest quadrant of Miami-Dade County to Habitat for Humanity of Greater Miami, Inc. a Florida not-for-profit corporation, for infill housing development at a price of ten dollars (\$10.00)

The accompanying resolution was prepared by the Public Housing and Community Development Department and placed on the agenda at the request of Prime Sponsor Commissioner Audrey M. Edmonson.



R. A. Cuevas, Jr.  
County Attorney

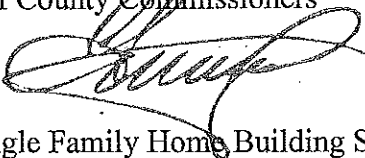
RAC/smm

# Memorandum



**Date:** May 6, 2014

**To:** Honorable Chairwoman Rebeca Sosa  
and Members, Board of County Commissioners

**From:** Carlos A. Gimenez  
Mayor 

**Subject:** Conveyance of One Single Family Home Building Site to Habitat for Humanity  
Humanity of Greater Miami, Inc.

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## **Recommendation**

It is recommended that the Board of County Commissioners (Board) adopt the attached resolution authorizing the following:

1. Conveyance of one (1) single family home building site to Habitat for Humanity of Greater Miami, Inc. ("Habitat"), a not-for-profit Florida corporation, for infill housing development;
2. Authorize the waiver of Administrative Order 3-44 as it relates to the conveyance process established in the Section entitled "Availability of County Property;"
3. Comply with Resolution No. R-527-12 which waives the requirement of Resolution No. R-376-11 and declared the lot surplus for the Infill Housing Initiative Program ("Infill Housing Program");
4. Authorize the Chairperson of the Board to execute a County Deed (Attachment A) for such purpose; and
5. Authorize the County Mayor or County Mayor's designee to take all action to enforce the provisions of the Infill Program and the County Deed.

## **Scope**

The folio is located in District 3 represented by Commissioner Audrey M. Edmonson. The 2013 assessed value and other related information for the folio is provided below:

Folio No.	Legal Description and Address	2014 Assessed Value	Lot Size
01-3114-019-0640	Lots 33 and 34, Block 3, Henry Ford Sub NO. 2, PB 9-119 733 NW 69 Street, Miami FL 33150	\$16,666	7,150

## **Fiscal Impact/Funding Source**

The conveyance of this single family home building site to Habitat for infill housing development is for the nominal amount of ten dollars (\$10.00) as permitted by Section 125.38 of the Florida Statutes and Sections 17-121 et seq. of the Code of Miami-Dade County, to be paid by Habitat. The conveyance of the parcel will eliminate the County's obligation to maintain the parcel, which costs approximately \$504 annually since the lot reverted to the County in 2007.

## **Track Record/Monitor**

This project will be monitored by Jorge Cibran, Director of Facilities and Development Division, Public Housing and Community Development ("Department").

**Background**

The County acquired the parcel by tax deed free and clear of liens, taxes, and mortgages on January 29, 1993. The County conveyed the lot to Fortuna Trucking Company, Inc. ("Fortuna") on June 7, 2001 through Resolution No. R-414-01. Fortuna was unable to develop the property and subsequently conveyed the property to the County through a quit claim deed to the County (See Attachment B).

In 1989, Habitat began building affordable homes in Miami-Dade County. Habitat has been awarded 281 County-owned lots for infill housing development, and added thirty-six (36) of their own private lots to the Infill Housing Program. Habitat has completed and sold 256 homes. Of the remaining sixty-one (61) lots, seven (7) are under contract to be sold, twenty-two (22) lots have reverted to the County, and thirty-two (32) lots are in early pre-development stages.

The requested lot is adjacent to another lot awarded to Habitat. Habitat is interested in developing both lots simultaneously (Attachment C). The Affordable Housing Review Committee reviewed the lot and determined that it was suitable for the development of affordable single family housing. If the lot requires corrective actions, such as variances of zoning and platting, of which Habitat is fully aware, Habitat is willing to undertake. Additionally, at time of conveyance, Habitat is willing to pay any outstanding special assessment and real estate taxes on the lot. There was no interest expressed when the Department circulated the property to County departments and the City of Miami.

The Department reviewed Habitat's past performance and experience, construction financial capability, approach to meeting time schedule and budgets, and marketing skills and ability to reach eligible households. Pursuant to Resolution No. R-739-13 adopted on September 17, 2013, the Board authorized under RFQ No. 839 the establishment of a pre-qualified pool of developers to participate in the Infill Housing Program. Habitat was one of the developers selected to participate in the pool.

**Restrictions:**

The property will be conveyed subject to the following restrictions:

1. The properties shall be developed as affordable housing, as defined by and in accordance with the requirements of the Infill Housing Initiative established in Sections 17-121 through 128 of the Code of Miami-Dade County and the County's Infill Housing Initiative Guidelines, as amended from time to time.
2. The affordable housing developed on the property shall be sold to very low, low or moderate-income households.
3. The sales price of the home shall not exceed \$129,000.00 or appraised value, whichever is lower.
4. A restrictive covenant shall be recorded on the property at time of sale to the qualified buyer stating that the property shall remain affordable during the control period, which commences on the initial sale date and resets automatically every twenty (20) years for a maximum of 60 years. However, should the same purchaser remain in the home for twenty (20) years, the restrictive covenant shall automatically be released.
5. All real estate taxes and assessments shall be paid when due and no liens or unauthorized encumbrances shall be levied against the property.


6. Assess the infill lot to determine if duplexes, triplexes or quadplexes can be built on said lot, and where feasible, make every effort to develop the property as such, subject to the review and approval of the County Mayor or County Mayor's designee.

**Remedies:**

In the event Habitat defaults on the deed restrictions and/or other Infill Program and County requirements, the County shall have the right to re-take possession of the property.

In light of the fact that the lot is being conveyed directly to Habitat, it is necessary to waive the section of Administrative Order 3-44 entitled "Availability of County Property," which states that property has been determined to be suitable for infill housing will be offered to a pre-qualified pool through a competitive work order proposal process. Regardless of the requirements of Administrative Order 3-44, the Board is further authorized to convey the lot to Habitat pursuant to section 125.38 of the Florida Statutes, which permits the Board to convey County property to a not-for-profit organized for the purpose of promoting community interest and welfare if the Board determines the property is not needed for use by the County and the not-for-profit organization will use said property for "public or community interest and welfare."

Attachments.



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Russell Benford  
Deputy Mayor



# MEMORANDUM

(Revised)

**TO:** Honorable Chairwoman Rebeca Sosa  
and Members, Board of County Commissioners

**DATE:** May 6, 2014

**FROM:**   
R. A. Cuevas, Jr.  
County Attorney

**SUBJECT:** Agenda Item No. 8(K)(1)

Please note any items checked.

- ☐ "3-Day Rule" for committees applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Ordinance creating a new board requires detailed County Mayor's report for public hearing
- ☐ No committee review
- ☐ Applicable legislation requires more than a majority vote (i.e., 2/3's \_\_\_\_\_, 3/5's \_\_\_\_\_, unanimous \_\_\_\_\_) to approve
- ☐ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved \_\_\_\_\_ Mayor  
Veto \_\_\_\_\_  
Override \_\_\_\_\_

Agenda Item No. 8(K)(1)  
5-6-14

RESOLUTION NO. \_\_\_\_\_

RESOLUTION AUTHORIZING CONVEYANCE OF ONE (1) SINGLE FAMILY HOME SITE LOCATED IN THE NORTHWEST QUADRANT OF MIAMI-DADE COUNTY TO HABITAT FOR HUMANITY OF GREATER MIAMI, INC. A FLORIDA NOT-FOR-PROFIT CORPORATION, FOR INFILL HOUSING DEVELOPMENT AT A PRICE OF TEN DOLLARS (\$10.00); AUTHORIZING THE WAIVER OF ADMINISTRATIVE ORDER 3-44 AS IT RELATES TO THE SECTION ENTITLED AVAILABILITY OF COUNTY PROPERTY; AUTHORIZING THE CHAIRPERSON OF THE BOARD OF COUNTY COMMISSIONERS TO EXECUTE A COUNTY DEED ON BEHALF OF MIAMI-DADE COUNTY; AND AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO ENFORCE THE REQUIREMENTS OF THE INFILL HOUSING INITIATIVE PROGRAM AND THE RESTRICTIONS SET FORTH IN THE COUNTY DEED

**WHEREAS**, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference; and

**WHEREAS**, Habitat for Humanity of Greater Miami, Inc., a not-for-profit Florida corporation ("Habitat"), has submitted an application, a copy of which is attached hereto as Attachment A, to this Board requesting the conveyance of one (1) County-owned single family home site ("Property") located in Commission District 3 for infill housing development for qualified very-low, low- and-moderate income families; and

**WHEREAS**, this Board adopted Resolution No. R-527-12 declaring certain properties, which include the Property to be surplus; and

**WHEREAS**, this Board is satisfied that the Property can be used for infill housing development and is not needed for County purposes; and

**WHEREAS**, this Board finds that pursuant to Section 125.38 of the Florida Statutes the conveyance of the Property to Habitat serves the best interest of the County,

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that :**

**Section 1.** The foregoing recitals are incorporated in this resolution and are approved.

**Section 2.** This Board hereby approves the conveyance of one single family home site, legally described in Attachment A, to Developer, for infill housing development at a price of ten dollars (\$10.00) pursuant to Section 125.38, Florida Statutes and Sections 17-121, et seq. of the Code of Miami-Dade County.

**Section 3.** This Board hereby approves the waiver of Administrative Order 3-44 as it relates to the Section entitled "Availability of County Property."

**Section 4.** This Board directs the County Mayor or the County Mayor's designee to ensure that proper signage is placed on property identifying the County's name and the name of the district commissioner.

**Section 5.** Pursuant to Section 125.411, Florida Statutes, this Board authorizes the Chairperson to execute a County Deed, in substantially the form attached hereto and made a part hereof as Attachment B.

**Section 6.** Authorizes the County Mayor or the County Mayor's designee to take all necessary steps to enforce the requirements of the Infill Housing Initiative Programs and the restrictions set forth in the County Deed.

**Section 7.** The Board directs the County Mayor or the County Mayor's designee, pursuant to Resolution No. R-974-09, to record in the public record all deeds, covenants, reverters and mortgages creating or reserving a real property interest in favor of the County and shall provide a copy of such recorded instruments to the Clerk of the Board within thirty (30) days of execution and final acceptance. The Board directs the Clerk of the Board, pursuant to Resolution No. R-974-09, to attach and permanently store a recorded copy of any instrument provided in accordance herewith together with this resolution.

The foregoing resolution was offered by Commissioner  
who moved its adoption. The motion was seconded by Commissioner  
and upon being put to a vote, the vote was as follows:

Rebeca Sosa, Chairwoman

Lynda Bell, Vice Chair

Bruno A. Barreiro

Jose "Pepe" Diaz

Sally A. Heyman

Jean Monestime

Sen. Javier D. Souto

Juan C. Zapata

Esteban L. Bovo, Jr.

Audrey M. Edmonson

Barbara J. Jordan

Dennis C. Moss

Xavier L. Suarez



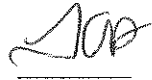
The Chairperson thereupon declared the resolution duly passed and adopted this 6<sup>th</sup> day of May, 2014. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA  
BY ITS BOARD OF  
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: \_\_\_\_\_  
Deputy Clerk

Approved by County Attorney as  
to form and legal sufficiency.



Terrence A. Smith

## **Attachment "A"**

Instrument prepared by:  
Public Housing and Community Development  
Infill Housing Initiative Program  
701 NW 1 Court 16<sup>th</sup> Floor  
Miami, Florida 33136

Folio No: See Exhibit "A" attached.

### **COUNTY DEED**

**THIS DEED**, made this \_\_\_\_ day of \_\_\_\_\_, 2014 AD. by **MIAMI-DADE COUNTY, a Political Subdivision of the State of Florida**, (hereinafter "Grantor"), whose address is: Stephen P. Clark Center, 111 N.W. 1 Street Suite 17-202, Miami, Florida 33128-1963, and Habitat for Humanity of Greater Miami, Inc., a Florida Not-For-Profit Corporation, (hereinafter "Grantee"), whose address is 3800 NW 22 Ave., Miami, Florida 33142.

### **WITNESSETH:**

That the Grantor , for and in consideration of the sum of Ten Dollars and No/100 (\$10.00) to it in hand paid by the Grantee , receipt whereof is hereby acknowledged, has granted, bargained, and sold to the Grantee, , the following described land lying and being in Miami-Dade County, Florida (hereinafter the "Properties"):

***As legally described in Exhibit "A" attached hereto and made a part hereof***

**THIS CONVEYANCE IS SUBJECT TO** all zoning, rules, regulations and ordinances and other prohibitions imposed by any governmental authority with jurisdiction over the Properties; existing public purpose utility and government easements and rights of way and other matters of record; taxes for the year of closing and subsequent years and the following restrictions:

1. That the Properties shall be developed with affordable housing, as defined by and in accordance with the requirements of the Infill Housing Initiative Program established in Sections 17-121 through 128 of the Code of Miami-Dade County and the Miami-Dade County's Infill Housing Initiative Guidelines. In the event Grantee fails to develop the Properties in accordance with the Infill Housing Initiative Guidelines, title shall automatically revert to the Grantor as a matter of law and pursuant to this reverter clause.
2. That the Properties shall be developed with affordable housing within one (1) year of the recording of this deed, as evidenced by the issuance of a final Certificate of Occupancy. In the event Grantee fails to complete the construction of the home(s) within one (1) year from the date of this deed, title shall automatically revert to the Grantor as a matter of law and pursuant to this reverter. Notwithstanding, Grantor may, in its sole discretion, waive this reverter condition upon Grantor finding it necessary to extend the time frame in which Grantee must complete the home. Such waiver by Grantor, to be effective must (i) be given prior to the event of the reverter and (ii) shall be evidenced by the preparation of a letter executed by the County Mayor or the County Mayor's designee giving such waiver and specifying the new time frame in which Grantee must complete the home. The letter by Grantor shall be conclusive evidence upon which any party may rely that the condition of the reverter has been extended to such date as specified in said waiver. If no waiver is recorded and a certificate of occupancy is not issued within (1) year from the date of this deed, any party may rely upon the fact that the reverter has occurred and that title has

reverted to Grantor .

3. That the affordable housing developed on the Properties shall be sold to a qualified households, as defined in Sections 17-122(n) of the Code of Miami-Dade County but under no circumstances shall the sales price of a home exceed One Hundred and Twenty-Nine Thousand and 00/100 (\$129,000.00). In the event Grantee fails to sell a home to a qualified household or sells a home above One Hundred and Twenty-Nine Thousand and 00/100 Dollars (\$129,000.00), title shall automatically revert to the Grantor as a matter of law and pursuant to this reverter clause, and by such reverter to the Grantor, Grantee shall forfeit all monetary investments and improvements without any compensation or right to compensation whatsoever.

Grantee shall require that the qualified household purchasing the eligible home execute and record simultaneously with the deed of conveyance from the developer to the qualified household the County's "Affordable Housing Restrictive Covenant;" and include the following language in the deed of conveyance:

"This Property is subject to an "Affordable Housing Restrictive Covenant" recorded simultaneously herewith, which states that the Property shall remain affordable during the "Control Period." The "Control Period" commences on the initial sale date of the eligible home, which is the date the deed is recorded transferring title from the developer to the first qualified household, and resets automatically every twenty (20) years for a maximum of sixty (60) years. In the event Grantee wishes to sell or refinance the home during the Control Period, Grantee shall obtain prior written approval from the County. Any such sale, transfer or conveyance, shall only be to a qualified household as defined in Section 17-122(n) of the Miami-Dade County Code at or below the maximum sales price as calculated in the restrictive covenant. Should Grantee own this home for twenty consecutive years, Grantee shall automatically be released from the Affordable Housing Restrictive Covenant."

Party of the Grantee (or Successor in Interest), shall pay real estate taxes and assessments on the Property or any part thereof when due. Grantee not suffer any levy or attachment to be made, or any material or mechanic's lien, or any unauthorized encumbrance or lien to attach, provided, however, that Grantee may encumber the Property with:

- a) Any mortgage(s) in favor of any institutional lender for the purpose of financing any hard costs or soft costs relating to the construction of the single family home in an amount(s) not to exceed the value of the Improvements as determined by an appraiser; and
- b) Any mortgage(s) in favor of any institutional lender refinancing any mortgage of the character described in clause a) hereof; in an amount(s) not to exceed the value of the Improvements as determined by an appraiser.

The recordation, together with any mortgage purporting to meet the requirements of clauses (a) or (b) above, of a statement of value by a Member of the American Institute of Real Estate Appraisers (MAI), (or member of any similar or successor organization), stating the value of the single family home is equal to or greater than the amount of such mortgages(s), shall constitute conclusive evidence that such mortgage meets such requirements, and that the right of any reverter hereunder shall be subject to and limited by, and shall not defeat, render invalid, or limit in any way, the lien of such mortgage. For purposes of this paragraph an "institutional lender" shall mean any bank, savings and loan association, insurance company, foundation or other

charitable entity, real estate or mortgage investment trust, pension funds, the Federal National Mortgage Association, agency of the United States Government or other governmental agency. In any event, the term "Institutional lender" shall be deemed to include Miami-Dade County and its respective successors and assigns.

Upon receiving proof of compliance with all the deed restrictions listed above, the Grantor shall furnish the Grantee an appropriate instrument acknowledging satisfaction with all deed restrictions listed above. Such satisfaction of deed restrictions shall be in a form recordable in the Office of the Clerk of the Circuit Court of Miami-Dade County, Florida.

In the event the Grantee, its successors or assigns, shall violate or otherwise fail to comply with any of the restrictions and covenants set forth herein, the Grantee, its successors or assigns, shall correct or cure the default/violation within (30) days of notification of the default by Grantor. If the party of the Grantee, its successors or assigns, fails to remedy the default within thirty (30) days, the Grantor shall have the right to re-enter and take possession of the Property and to terminate and revert in the Grantor the estate conveyed by this Deed to the Grantee, its successors or assigns, and by such reverter to the Grantor, Grantee shall forfeit all monetary investments and improvements without any compensation or right to compensation whatsoever; provided, that any such right of re-entry shall always be subjected to and limited by, and shall not defeat, render invalid, or limit any way the lien of any valid mortgage or Deed of Trust permitted by this Deed.

This grant conveys only the interest of the Miami-Dade County and its Board of County Commissioners in the Property herein described and shall not be deemed to warrant the title or to represent any state of facts concerning the same.

IN WITNESS WHEREOF the said Grantor has caused these presents to be executed in its name by its Board of County Commissioners acting by the Mayor of said Board, the day and year aforesaid.

(OFFICIAL SEAL)

ATTEST:

HARVEY RUVIN, CLERK

MIAMI-DADE COUNTY, FLORIDA  
BY ITS BOARD OF  
COUNTY COMMISSIONERS

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Rebeca Sosa, Chairperson

Approved for legal sufficiency:

By: \_\_\_\_\_  
Terrence A. Smith  
Assistant County Attorney

The foregoing was authorized by **Resolution No. R-** -14 approved by the Board of  
County Commissioners of Miami-Dade County, Florida, on the **day of** , 2014.

**EXHIBIT "A"**

<b>Folio Number</b>	<b>Legal Description</b>
01-3114-019-0640	LOTS 33 and 34, BLOCK 3, HENRY FORD SUBDIVISION NO. 2, thereof, as recorded in Official Records Book 9 at Page 119, of Public Records of Miami-Dade County, Florida.



CFN 20080764061  
OR BK 26573 Pgs 2199 - 22021 (4pgs)  
RECORDED 09/18/2008 13:26:13  
HARVEY RUVIN, CLERK OF COURT  
MIAMI-DADE COUNTY, FLORIDA

Instrument prepared by:  
Miami-Dade County  
General Services Administration  
Infill Housing Program  
111 N.W. 1st Street, Suite 2460  
Miami, FL 33128-1994

**QUIT CLAIM DEED**

THIS DEED, made this 16<sup>th</sup> day of September, 2008 AD. By, Fortex Construction, Inc. a Florida Corporation, party of the first part, whose address is 14329 NW 17<sup>th</sup> Path, Opa Locka, Florida 33054 and MIAMI-DADE COUNTY, a Political Subdivision of the State of Florida, party of the second part, whose address is GSA, 111 N.W. 1st Street Suite 2460, Miami, Florida, 33128-1963.

**WITNESSETH:**

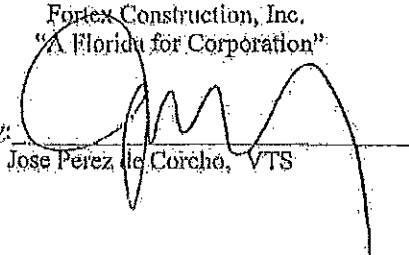
That the said party of the first part, for and in consideration of the sum of Ten Dollars (\$10.00) to it in hand paid by the party of the second part, receipt whereof is hereby acknowledged, and for other and further good and valuable considerations, does hereby release and forever quit claim unto the party of the second part, and its successors in interest, all the right, title, interest, claim or demand of the party of the first part, in and to the following described land, situate, lying and being in Miami-Dade County, State of Florida, to-wit:

*As legally described in Exhibit "A" attached hereto and made a part hereof*

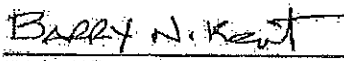
IN WITNESS WHEREOF, the said party of the first part, has caused these presents to be executed in its name, and its Corporate Seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

Signed, Sealed, Attested  
And delivered in our presents

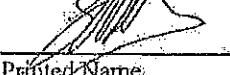
Fortex Construction, Inc.  
"A Florida for Corporation"

By:   
Jose Perez de Corcho, VTS

Witness

  
Printed Name  
Barry N. Kent

Witness

  
Printed Name  
Sergio M. Ali

STATE OF FLORIDA }

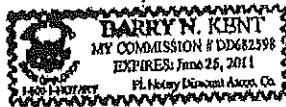
COUNTY OF MIAMI-DADE }

I HEREBY CERTIFY, that on this 16<sup>th</sup> day of Sept A.D. 2008, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared and personally know to me or proven by producing the following identification Personally Known, the Registered Agent and Executive Director of Fortex Construction, Inc., a Florida corporation, under the laws of the State of Florida, and in whose name the foregoing instrument is executed and that said officer, severally acknowledged before me that they executed said instrument acting under the authority duly vested by said corporation and its Corporate Seal is affixed thereto.

WITNESS my hand and official seal in the County and State aforesaid, the day and year last aforesaid.

  
Notary Signature

BARRY N. KENT  
Printed: Notary Name



NOTARY SEAL / STAMP

Notary Public, State of Florida

My commission expires: 6-25-2011

Commission/Serial No: DD682598

"EXHIBIT A"

- 1.] 01-3113-063-0480  
Lot 10, Block 3, High School Park TR, according to the Plat thereof, as recorded in Plat Book 4, at Page 44, Section 13, Township 53 South, Range 41 East, of the Public Records of Miami-Dade County, Florida.
- 2.] 01-3114-018-0090  
Lot 10, less south 5 feet of Block 1, New Liberty City, according to the Plat thereof as recorded in Plat Book 39, at Page 28, of the Public records of Miami-Dade County, Florida.
- 3.] 01-3114-018-0470  
Lot 9 of Block 3, Liberty City, according to the Plat thereof as recorded in Plat Book 39, at Page 28, of the Public records of Miami-Dade County, Florida.
- 4.] 01-3114-018-1180  
Lot 31, Block 5, New Liberty City, according to the Plat thereof, as recorded in Plat Book 39, At Page 28, Section 14, Township 53 South, Range 41 East, of the Public Records of Miami-Dade County, Florida.
- 5.] 01-3114-018-1250  
Lot 11 of Block 6, Liberty City, according to the Plat thereof as recorded in Plat Book 39, at Page 28, of the Public records of Miami-Dade County, Florida.
- 6.] 01-3114-019-0640  
Lot 33 and 34, Block 3, Henry Ford Subdivision No.2, according to the Plat thereof, as recorded in Plat Book 9, at page 119, of the Public records of Miami-Dade County, Florida.
- 7.] 01-3114-019-0960  
West ½ of Lot 41 and 42, Block 4, Henry Ford Subdivision No.2, According to the Plat thereof, as recorded in Plat Book 9, at page 119, of the Public records of Miami-Dade County, Florida.
- 8.] 01-3114-029-0100  
Lot 2, Block 2, INDIANA PARK PB 21-67, as recorded in the Public records of Miami-Dade County, Florida.
- 9.] 01-3126-008-0260  
Lots 30, Block 1, Suwannee Park, according to the Plat thereof, as recorded in Plat Book 12, Page 69, of the Public Records of Miami-Dade County, Florida.



- 10.] 01-3126-008-0265  
Lots 31, Block 1, Suwannee Park, according to the Plat thereof, as recorded in Plat Book 12, Page 69, of the Public Records of Miami-Dade County, Florida. (Note: Lot split from 01-3126-008-0260 )
- 11.] 01-3122-035-0880  
Lot 95, Block 6, Allapattah School, according to the Plat thereof, as recorded in Plat Book 5, Page 99, of the Public Records of Miami-Dade County, Florida.
- 12.] 30-3111-011-0040  
Lot 4, Park, A Re Sub, Rose Park, according to the Plat thereof, as recorded in Plat Book 12, at Page 35, of the Public Records of Miami-Dade County, Florida.
- 13.] 30-3121-016-0120  
The North 100 feet of Lot 12, Seminole Crest, according to the Plat thereof, as recorded in Plat Book 15, at Page 62, of the Public records of Miami-Dade County, Florida.
- 14.] 30-3122-025-0510  
Lot 11 and 12, Block 3, Treasure Heights, according to the Plat thereof, as recorded in Plat Book 12 at Page 72, of the Public Records of Miami-Dade County, Florida.
- 15.] 30-3122-008-1880  
Lot 11 and Lot 10, less the North portion lying in the Right of Way in Block 9, 22 53 41 Garden City, according to the Plat thereof, as recorded in Plat Book 5, at Page 73, of the Public Records of Miami-Dade County, Florida.
- 16.] 34-2117-004-3090  
N. 80 feet of W. 120 feet of Tract 78, Venetian Gardens Revised, Section 17, Township 52 South, Range 41 East .22 AC, as recorded in Plat Book 31, Page 37, Public Records of Miami Dade County, Florida.
- 17.] 34-2117-005-0020  
Lot 26 Block 9 VENETIAN GARDENS PB 17-37, as recorded in the Public records of Miami- Dade County, Florida.

ARTICLES OF AMENDMENT  
TO  
ARTICLES OF INCORPORATION  
OF

FILED  
01 APR 23 PM 2:10  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

FORTUNA TRUCKING COMPANY, INC.

dba FORTEX CONSTRUCTION  
(present name)

Pursuant to the provisions of section 607.1006, Florida Statutes, this Florida profit corporation adopts the following articles of amendment to its articles of incorporation:

FIRST: Amendment(s) adopted: (indicate article number(s) being amended, added or deleted)

AMENDMENT 1: ARTICLE 1: shall be amended as follows: as of 4 April 2001 the name of the Corporation shall be: FORTEX CONSTRUCTION, INC.

SECOND: If an amendment provides for an exchange, reclassification or cancellation of issued shares, provisions for implementing the amendment if not contained in the amendment itself, are as follows:

N. A.

THIRD: The date of each amendment's adoption: 4 April 2001

FOURTH: Adoption of Amendment(s) (CHECK ONE)

- ☐ The amendment(s) was/were approved by the shareholders. The number of votes cast for the amendment(s) was/were sufficient for approval.
- ☐ The amendment(s) was/were approved by the shareholders through voting groups. The following statement must be separately provided for each voting group entitled to vote separately on the amendment(s):

"The number of votes cast for the amendment(s) was/were sufficient for approval by \_\_\_\_\_ voting group."

- ☐ The amendment(s) was/were adopted by the board of directors without shareholder action and shareholder action was not required.
- ☒ The amendment(s) was/were adopted by the incorporators without shareholder action and shareholder action was not required.

Signed this 5<sup>th</sup> day of April, 2001

Signature

  
(By the Chairman or Vice Chairman of the Board of Directors, President or other officer if adopted by the shareholders)

OR

(By a director if adopted by the directors)

OR

(By an incorporator if adopted by the incorporators)

MARCELO C. ALI

Typed or printed name

PRESIDENT - Incorporator

Title



**Habitat**  
for Humanity®  
of Greater Miami

January 13, 2013

Hon. Audrey Edmonson  
Commissioner, Miami Dade County District 3  
5400 N.W. 22<sup>nd</sup> Avenue, Suite 701  
Miami, Florida 33142

RE: 733 NW 69 ST—FOLIO 01-3114-019-0640

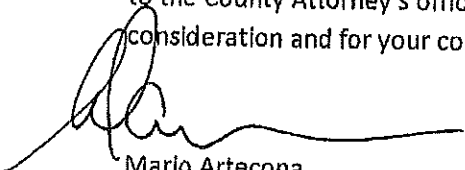
Dear Commissioner Edmonson:

In 2011, Habitat for Humanity acquired a parcel at 741 NW 69<sup>th</sup> street through the Infill program for purposes of constructing a single family home through the Habitat program. Although we were delayed in this construction due to the large NSP-2 project we recently completed (where 163 new families purchased new and rehabbed homes in your district) we are now in the design phase to continue with this project.

When looking at the parcel, it came to our attention that the parcel immediately adjacent, 733 NW 69<sup>th</sup> St. (information attached) was owned by the County GSA department. This lot is 50 feet wide and would accommodate a single family home.

We are hereby requesting your sponsorship of a resolution item whereby Miami Dade County would allow Habitat for Humanity the right to acquire the property through the infill program, thus allowing us to build a home on the parcel. Were we able to secure this parcel, it would allow us to build a single family home at 741 and 733, next to each other. This does not only allow us to achieve construction efficiencies, but would also have a more significant impact on the community as two new families would come in at the same time.

We hope you will consider this request and that you can sponsor the item. Our partnership with Miami Dade's infill program has yielded amazing results in the community, and this would be one more opportunity to improve on that great track record. I believe this can be done simply with instructions to the County Attorney's office and the Infill Program under PHCD. Thank you in advance for your consideration and for your continued support of Habitat.

  
Mario Artecona  
CEO

Encl.

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- ☐ Property Appraiser Tax Estimator
- ☐ Property Appraiser Tax Comparison

**Summary Details:**

Folio No.:	01-3114-019-0640
Property:	733 NW 69 ST
Mailing Address:	MIAMI DADE COUNTY GSA 111 NW 1 ST # 2460 MIAMI FL 33128-

**Property Information:**

Primary Zone:	3901 KING HGTS ORCHARD VILLA
CLUC:	0080 VACANT LAND GOVERNMENT
Beds/Baths:	0/0
Floors:	0
Living Units:	0
Adj Sq Footage:	0
Lot Size:	7,160 SQ FT
Year Built:	0
Legal Description:	HENRY FORD SUB NO 2 PB 9-119 LOTS 33 & 34 BLK 3 LOT SIZE 60,000 X 143 OR 19706- 656 0801 3 OR 26573 - 2199 09 2008 3 OR 00000-0000 0674 00

**Assessment Information:**

Year:	2013
Land Value:	\$16,666
Building Value:	\$0
Market Value:	\$16,666
Assessed Value:	\$16,666

**Taxable Value Information:**

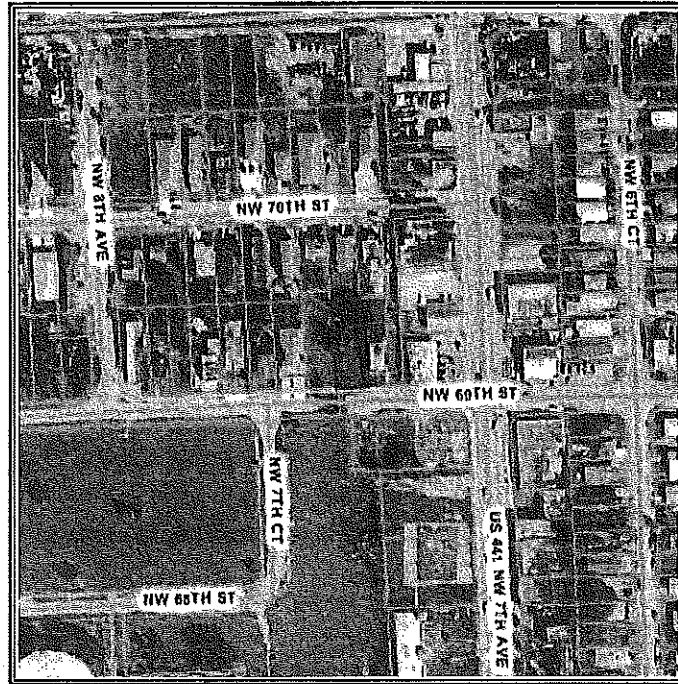
Year:	2013
Taxing Authority:	Applied Exemption/ Taxable Value:
Regional:	\$16,666/\$0
County:	\$16,666/\$0
City:	\$16,666/\$0
School Board:	\$16,666/\$0

**Sale Information:**

Sale Date:	6/1974
Sale Amount:	\$16,400
Sale O/R:	00000-0000
Sales Qualification Description:	Sales which are qualified
<a href="#">View Additional Sales</a>	

**Additional Information:**

[Click here to see more information for this property:](#)  
Community Development District  
Community Redevelopment Area



Aerial Photography - 2012

0 116 ft

**Legend**

- Property Boundary
- Selected Property
- Street
- Highway
- Miami-Dade County
- Water



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If you experience technical difficulties with the Property Information application,  
or wish to send us your comments, questions or suggestions  
please email us at [pls@miamidade.gov](mailto:pls@miamidade.gov).

Web Site  
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